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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

11 EDWARD T. BERGO as CHAIRMAN and KARL
12 BIK as CO-CHAIRMAN of the BOARD OF
TRUSTEES FOR THE CEMENT MASONS
13 HEALTH AND WELFARE TRUST FUND FOR
NORTHERN CALIFORNIA; CEMENT MASONS
14 VACATION/HOLIDAY TRUST FUND FOR
NORTHERN CALIFORNIA; CEMENT MASONS
15 PENSION TRUST FUND FOR NORTHERN
CALIFORNIA; and CEMENT MASONS
16 APPRENTICESHIP AND TRAINING TRUST
FUND FOR NORTHERN CALIFORNIA,

17 Plaintiffs,

18 v.

19 SHAMROCK CONCRETE CONSTRUCTION, INC.,
a corporation, and JOSEPH PATRICK MOLLOY, an
20 individual,

21 Defendants.

Case No.: C 05 4385 MMC

**STIPULATION AND ORDER FOR
DISMISSAL**

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23 It is hereby stipulated by and between EDWARD T. BERGO as CHAIRMAN and
24 KARL BIK as CO-CHAIRMAN of the BOARD OF TRUSTEES FOR THE CEMENT MASONS
25 HEALTH AND WELFARE TRUST FUND FOR NORTHERN CALIFORNIA; CEMENT
26 MASONS VACATION/HOLIDAY TRUST FUND FOR NORTHERN CALIFORNIA; CEMENT
27 MASONS PENSION TRUST FUND FOR NORTHERN CALIFORNIA; and CEMENT MASONS
28 APPRENTICESHIP AND TRAINING TRUST FUND FOR NORTHERN CALIFORNIA

1 ("Plaintiffs"), on the one hand, and SHAMROCK CONCRETE CONSTRUCTION, INC., a California
2 corporation, and JOSEPH PATRICK MOLLOY, an Individual ("Defendants"), on the other hand, through
3 their respective counsel, as follows:

4 1. This stipulation is entered into in connection with the settlement of this action. The
5 Settlement Agreement of the parties, executed concurrently with this stipulation, shall be
6 incorporated into the Court's Order for Dismissal, and the Court shall retain jurisdiction of this action
7 for purposes of enforcing the Settlement Agreement, including but not limited to entry of a stipulated
8 judgment against the Defendants;

9 2. This action shall be dismissed with prejudice, subject to the Court's retention of
10 jurisdiction as described in Paragraph 1, above, each party to bear his/her/its own costs and attorneys'
11 fees except as reflected in the parties' Settlement Agreement.

13 | DATED: January 16, 2007 STANTON, KAY & WATSON, LLP

By: /s/ Anne Bevington
ANNE BEVINGTON
Attorneys for Plaintiffs

17 DATED: January 12, 2007 SIMPSON, GARRITY & INNES PC

By: /s/ Paul V. Simpson
PAUL V. SIMPSON
Attorneys for Defendants

ORDER FOR DISMISSAL

IT IS SO ORDERED.

DATED: January 23, 2007

Maxine M. Chesney
HON. MAXINE M. CHESNEY
UNITED STATES DISTRICT JUDGE

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